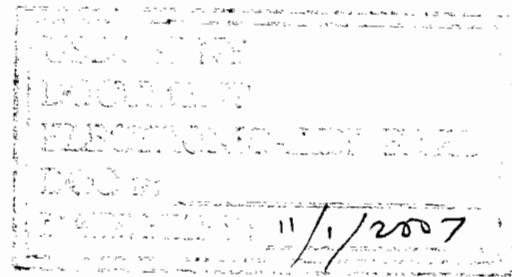


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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----X  
 UNITED STATES OF AMERICA,

Plaintiff,

- v. -

ACORDIA NORTHEAST, INC.,  
 NISSHIN STEEL COMPANY, LTD.,  
 GALERIE FELIX VERCEL, and SOTHEBY'S, INC.

Defendants.  
 -----X

CONSENT JUDGMENT

No. 07 Civ. 7377 (DAB)

WHEREAS, plaintiff, United States of America (the "United States" or the "Government"), commenced this action ("the Action") in the United States District Court for the Southern District of New York, by filing a complaint ("Complaint") naming as defendants Acordia Northeast ("Acordia"), Nisshin Steel Company, Ltd. ("Nisshin Steel"), Galerie Felix Vercel (the "Gallery") and Sotheby's, Inc. ("Sotheby's") (collectively, the "Defendants"), pursuant to 28 U.S.C. §§ 1335 and 1345, and Rule 22 of the Federal Rules of Civil Procedure, and demanding judgment, inter alia, (a) ordering Defendants to interplead their respective claims to the painting by Marc Chagall entitled "Le Reve," also known as "La Joie," (hereinafter referred to as the "Property"); (b) declaring which defendant is entitled to the Property; (c) restraining the Defendants, pursuant to 28 U.S.C. § 2361, from instituting any action against the

United States for the recovery of the Property; and (d) relieving and discharging the United States, its agencies, departments, bureaus, commissions, and other subdivisions, and its agents, servants, officers, and employees, individually and in their official capacities from liability with respect to the Property, pursuant to 28 U.S.C. § 2361;

WHEREAS, the Gallery claims no legal or beneficial interest in the Property;

WHEREAS, Sotheby's claims no legal or beneficial interest in the Property;

WHEREAS, Acordia and Nisshin Steel both assert claims to the Property and have entered into a separate agreement, dated February 27, 2006, that settles such competing claims on the terms set forth therein;

NOW, upon the consent of the Government and Defendants, and there appearing good cause therefore,

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties that:

1. This Court has jurisdiction over the subject matter of the action and has personal jurisdiction over the parties.
2. This Court shall retain jurisdiction to enforce the terms and conditions of this Consent Judgment and to resolve any disputes arising hereunder.
3. Upon approval and entry of this Consent Judgment by the Court, the Action shall be dismissed, without costs or attorney's fees to any party.
4. This Consent Judgment may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

5. The Gallery claims no legal or beneficial interest in the Property and does not and will not assert any right, title, interest or any claim whatsoever to the Property.

6. The Gallery hereby relieves and discharges the United States, its agencies, departments, bureaus, commissions, and other subdivisions, and its agents, servants, officers, and employees, individually and in their official capacities, from any and all liability to the Gallery with respect to the Property.

7. Sotheby's claims no legal or beneficial interest in the Property and will not assert any right, title, interest or any claim whatsoever to the Property.

8. Sotheby's hereby relieves and discharges the United States, its agencies, departments, bureaus, commissions, and other subdivisions, and its agents, servants, officers, and employees, individually and in their official capacities, from any and all liability to the Gallery with respect to the Property.

9. The Property shall be sold and the proceeds therefrom divided between Acordia and Nisshin Steel pursuant to the terms of a February 27, 2006 letter agreement between Ralph E. Lerner and Robert P. Taylor, on behalf of their respective clients Acordia and Nisshin Steel (the "Letter Agreement"). The Property shall be sold at public auction through Sotheby's (or such other suitable public auctioneer as Acordia and Nisshin Steel agree upon) on terms to be negotiated between such auctioneer and counsel for Acordia pursuant to the Letter Agreement. The Gallery shall be provided notice of the time and place of the public auction and shall be permitted to participate in such public auction and agrees that it will not assert in the course of such auction any right, title, interest or any claim whatsoever to the Property.

10. Within thirty (30) days of the Court's approval and entry of this Consent Judgment, the United States shall release the Property to defendants Acordia and Nisshin Steel, through their designee, Sotheby's (or other designee mutually satisfactory to Acordia and Nisshin Steel).


11. Upon release of the Property to Sotheby's as set forth in paragraph 10 herein, Acordia and Nisshin shall each release and discharge the United States, its agencies, departments, bureaus, commissions, and other subdivisions, and its agents, servants, officers, and employees, individually and in their official capacities, from any and all liability with respect to the Property.

12. With the exception of the Letter Agreement between Acordia and Nisshin Steel, this stipulation constitutes the complete agreement between and among the parties. This stipulation may not be amended except by written consent of the parties.

Dated: New York, New York  
~~September~~ 2, 2007  
*October*

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Dated: New York, New York  
September \_\_\_\_, 2007

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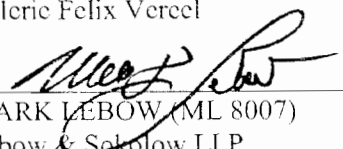
Dated: Palo Alto, California  
September \_\_\_\_, 2007

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Dated: New York, New York  
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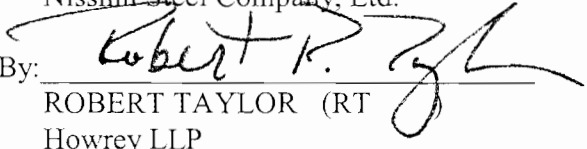
Dated: New York, New York  
September \_\_, 2007

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Dated: Palo Alto, California  
~~September~~ *October 9*, 2007

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Dated: New York, New York

~~September \_\_, 2007~~

October 10, 2007

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September \_\_, 2007

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Dated: New York, New York  
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SO ORDERED:

  
UNITED STATES DISTRICT JUDGE

10/31/07